



FIRST AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§

§

COUNTY OF JOHNSON

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WHEREAS, Ven-Ken, Inc., a Texas corporation ("Lessor") whose address is 1301 County Road 429, Cleburne, Texas 76031, executed an Oil, Gas and Mineral Lease dated August 29, 2008, which is recorded Volume 4439, Page 375 in the Official Records of Johnson County, Texas (the "Lease"), in favor of XTO Energy Inc. ("Lessee") covering the following land (the "Land"):

0.195 acres, more or less, being Lot 11 Block 1, Vinewood Addition, Phase 1, an Addition to the City of Mansfield, Johnson County, Texas, according to plat thereof recorded in Volume 388-71, Page 43, of the Deed Records of Johnson County, Texas and being those same lands described in a Deed dated April 7, 1997, recorded in Volume 2276, Page 562, Deed Records, Johnson County, Texas and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights, and

0.217 acres, more or less, being Lot 7, Block 4, Vinewood Addition, Johnson County, Texas, as shown on the plat of record in Volume 4, Page 31, Plat Records, Johnson County, Texas and being those same lands described in a Deed dated October 31, 1995, recorded in Volume 2300, Page 641, Deed Records, Johnson County, Texas and amendments thereof, including streets, easements and alleyways adjacent thereto, and any riparian rights.

WHEREAS, Lessor and Lessee desire to amend the Lease as set forth herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree that the Lease is hereby amended by adding the following provisions:

15. Notwithstanding anything contained herein to the contrary, it is expressly agreed and understood that, in the event that Lessee elects to pool or unitize any of the leased premises, then all of the leased premises will be included in such pool or unit.

16. Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production, including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization, incurred prior to the oil, gas and other mineral production leaving the leased premises or prior to delivery into a pipeline or gathering system, whichever occurs first; provided, however, (a) Lessee shall have free use of produced oil and gas for operations conducted on the leased premises or lands pooled therewith, and the royalties on oil and gas herein provided shall be computed after deducting any so used, and (b) Lessor's royalty shall bear its proportionate share of all ad valorem taxes and production, severance and other taxes and the actual, reasonable costs (including compression and related fuel charges) paid to or deducted by a non-affiliate third party to transport, compress, stabilize, process or treat the oil, gas and other mineral production off the leased premises in order to make the oil, gas and other mineral production saleable, increase its value or in order to get the oil, gas and other mineral production to market. As used herein, the term "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than 10% of the outstanding voting interest of Lessee or in which Lessee owns more than 10% of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than 10% of the outstanding voting interest of both the Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same person, or group of persons.

Lessor and Lessee hereby adopt, ratify and confirm the Lease as to all of the terms and provisions therein, as amended by this Amendment of Oil, Gas and Mineral Lease, and for the same consideration, Lessor does hereby lease, grant, demise and let the interest of Lessor in the Land covered by the Lease, as amended by this Amendment of Oil, Gas and Mineral Lease, unto Lessee, and its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended by this Amendment of Oil, Gas and Mineral Lease.

Except as amended by this Amendment of Oil, Gas and Mineral Lease, the Lease is and shall remain in full force and effect as originally written.

This Amendment of Oil, Gas and Mineral Lease is executed this 29th day of January, 2009.

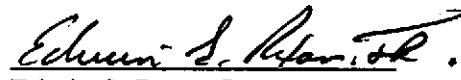

LESSOR:

Ven-Ken, Inc.


By: Kenneth D. Pool, Jr., President

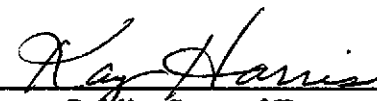
LESSEE:

XTO ENERGY INC.

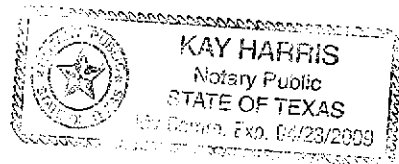

Edwin S. Ryan, Jr.
Senior Vice President – Land Administration 

STATE OF TEXAS §
COUNTY OF JOHNSON §

This instrument was acknowledged before me on this 30th day of January, 2009, by Kenneth D. Pool, Jr. as President of Ven-Ken, Inc., a Texas corporation, on behalf of said corporation.

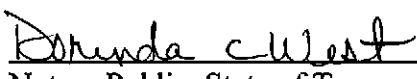

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TARRANT §



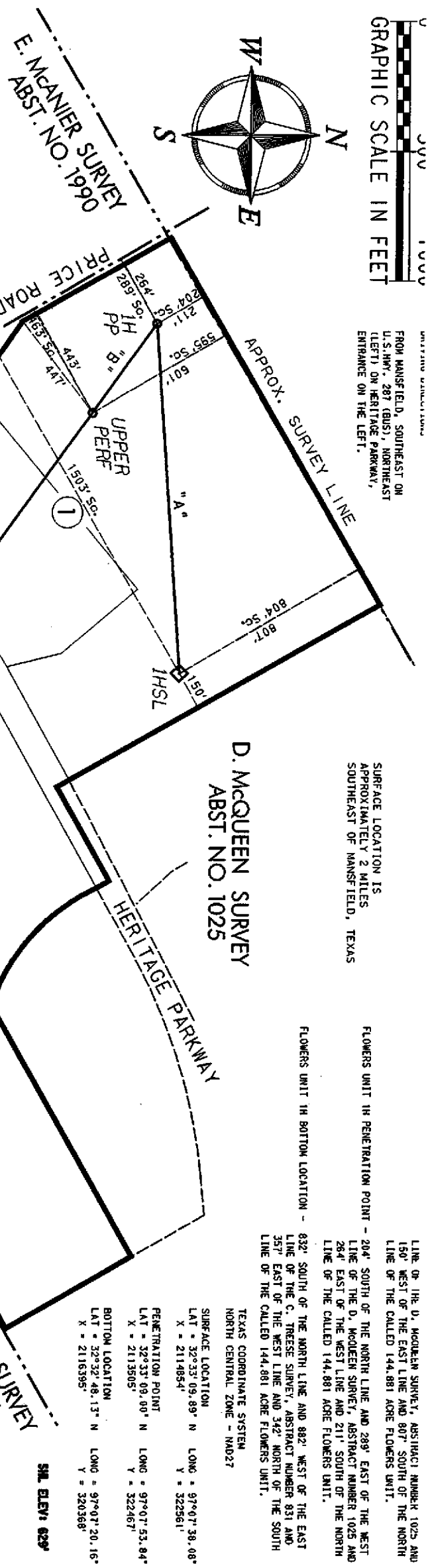
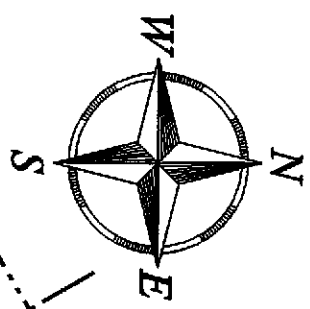
This instrument was acknowledged before me on this 29th day of January, 2009, by Edwin S. Ryan, Jr., Senior Vice President - Land Administration of XTO Energy Inc., a Delaware corporation, on behalf of said corporation.




Notary Public, State of Texas



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
FROM MANSFIELD, SOUTHEAST ON
U.S. HWY. 287 (BUS), NORTHEAST
(LEFT) ON HERITAGE PARKWAY,
ENTRANCE ON THE LEFT.



SURFACE LOCATION IS
APPROXIMATELY 2 MILES
SOUTHEAST OF MANSFIELD, TEXAS

LINE OF THE D. McQUEEN SURVEY, ABSTRACT NUMBER 1025, AND
160' WEST OF THE EAST LINE AND 807' SOUTH OF THE NORTH
LINE OF THE CALLED 144.881 ACRE FLOWERS UNIT.
FLOWERS UNIT 1H PENETRATION POINT - 204' SOUTH OF THE NORTH LINE AND 289' EAST OF THE WEST
LINE OF THE D. McQUEEN SURVEY, ABSTRACT NUMBER 1025 AND
284' EAST OF THE WEST LINE AND 211' SOUTH OF THE NORTH
LINE OF THE CALLED 144.881 ACRE FLOWERS UNIT.
FLOWERS UNIT 1H BOTTOM LOCATION - 832' SOUTH OF THE NORTH LINE AND 882' WEST OF THE EAST
LINE OF THE C. TREESE SURVEY, ABSTRACT NUMBER 831 AND
357' EAST OF THE WEST LINE AND 342' NORTH OF THE SOUTH
LINE OF THE CALLED 144.881 ACRE FLOWERS UNIT.

D. McQUEEN SURVEY
ABST. NO. 1025

TEXAS COORDINATE SYSTEM
NORTH CENTRAL ZONE - NAD27

SURFACE LOCATION
LAT = 32°33' 09.89" N LONG = 97°07' 38.08" W
X = 2114854 Y = 3225611
PENETRATION POINT
LAT = 32°33' 09.80" N LONG = 97°07' 53.84" W
X = 2113505 Y = 322467
BOTTOM LOCATION
LAT = 32°32' 48.13" N LONG = 97°07' 20.16" W
X = 2116395 Y = 320366

SHL ELEV: 629'

TARRANT COUNTY
APPROX. COUNTY LINE

JOHNSON COUNTY
APPROX. COUNTY LINE

MARCH 9, 2007
The location shown hereon was staked from
tract lines as evidenced by occupation.
Distances shown are not intended to be
definitive in establishing title boundaries.
The acreage shown hereon were provided
by others. Bearings are based on NAD 27
State plane coordinates.

WELL LOCATION PLAT

XTO ENERGY, INC. - FLOWERS UNIT 1H

THE D. McQUEEN SURVEY, ABSTRACT NO. 1025, AND R.A. DAVIS SURVEY,
ABSTRACT NO. 444, TARRANT COUNTY, TEXAS.

THE D. McQUEEN SURVEY, ABSTRACT NO. 1123, THE R.A. DAVIS SURVEY,
ABSTRACT NO. 232, AND THE C. TREESE SURVEY, ABSTRACT NO. 831,
JOHNSON COUNTY, TEXAS

C TREESE SURVEY
ABST# 831

D. McQUEEN SURVEY
ABST. NO. 1123 (J)

R.A. DAVIS SURVEY
ABST# 232

L.H. STEVENS SURVEY
ABST# 785

Lot 11 B1
Lot 7 B4

FOR THE EXCLUSIVE USE
OF XTO ENERGY, INC.



SHT. NO.
142